

3-180370  
UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK  
-----X  
CMA-CGM (AMERICA), INC.,

Plaintiff,

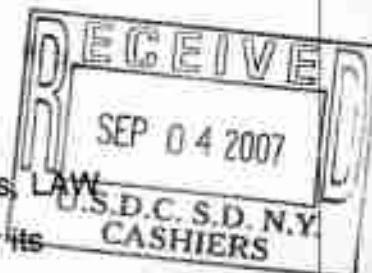
- against -

YARA NATURAL STONE  
INTERNATIONAL, INC.,

Defendant.

JUDGE CHIN  
U7 CIV 7805

CIVIL COMPLAINT  
IN ADMIRALTY



Plaintiff CMA-CGM (AMERICA), INC., by its attorneys, LAW  
OFFICES OF ALBERT J. AVALLONE & ASSOCIATES, as and for its  
Complaint against defendant YARA NATURAL STONE INTERNATIONAL, INC.,  
in personam, in a cause of action civil and maritime, alleges upon information and  
belief:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure, and the Ocean Shipping Reform Act of 1999, 46 U.S.C., App. Section 1701, *et seq.*
2. At all times hereinafter mentioned, plaintiff CMA-CGM (AMERICA), INC. was and still is a corporation organized and existing under the laws of the State of New Jersey with offices and a place of business at 5701 Lake Wright Drive, Norfolk, VA 23502.
3. Upon information and belief and at all times hereinafter mentioned, defendant had and now has the legal status and place of business as set forth in Schedule A.
4. On or about the dates and at the ports of shipment stated in Schedule A, certain goods were delivered to plaintiff to be carried to the ports of destination and at the agreed charges to be paid by defendant pursuant to plaintiff's published tariff, all as set forth in Schedule A.
5. Thereafter, the goods were carried to the ports of destination and delivered to the defendant and/or its agents.

6. Plaintiff has performed all acts required to be performed by plaintiff.
7. Defendant has failed and refused and continues to fail and refuse to remit payment of \$4,840.00, although duly demanded.
8. By reason of the foregoing, plaintiff has sustained damages in the amount of \$4,840.00 which, although duly demanded, have not been paid.

WHEREFORE, plaintiff prays:

1. For judgment in the amount of \$4,840.00, together with interest thereon, costs, disbursements and a reasonable attorney's fee.
2. That process in due form of law according to the practice of this Court in cases of admiralty and maritime jurisdiction may issue against the defendant citing it to appear and answer all the singular matters aforesaid.
3. That plaintiff have such other and further relief in the premises as in law and justice it may be entitled to receive.

Dated: New York, New York  
September 4, 2007

LAW OFFICES OF  
ALBERT J. AVALLONE & ASSOCIATES

By

  
Albert J. Avallone - AA1679  
Attorneys for Plaintiff  
CMA-CGM (AMERICA), INC.  
551 Fifth Avenue, Suite 1625  
New York, NY 10176  
(212) 696-1760

SCHEDULE A

I. Defendant's status & address:

A. Upon information and belief and at all times hereinafter mentioned, defendant YARA NATURAL STONE INTERNATIONAL, INC. was and still is a corporation organized and existing under the laws of the State of Massachusetts, with offices and a place of business at 60 Franklin St., Malden, MA 02148.

II. Particulars:

1. Bill of Lading No. SAS001149, Invoice No. NAIM0086449, dated September 6, 2004, from Sao Francisco do Sul to New York on the Vessel PRIWALL, one (1) forty-foot Hi-Cube SAID TO CONTAIN: WOODEN FURNITURE, at the applicable tariff and/or Service Contract rate of \$4,840.00 (Exhibit A).

Amount Paid: \$0                          Amount Due: \$4,840.00

II. Total Amount Due: \$4,840.00

**EXHIBIT "A"**



## BILL OF LADING FOR COMBINED TRANSPORT AND PORT TO PORT SHIPMENT

Sheet 2 of 2

SHIPPER/EXPORTER (2)  
MOVESIS REALEZA LTDA.  
RUA AUGUSTO WUNDERWALD, 1530  
89.260-030 SAO BENTO DO SUL-SC  
BRASIL

DOCUMENT NO (6)

BAS101149

BAS001149

EXPORT REFERENCES (8)

CONSIGNEE (3) (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER)  
YARA INTERNATIONAL INC  
60 FRANKLIN STREET  
MELDEN, MA  
02148 - USA

FORWARDING AGENT - REFERENCES (7)

CHB:

FMC:

NOTIFY (4)  
YARA INTERNATIONAL INC  
60 FRANKLIN STREET  
MELDEN, MA  
02148 - USA

POINT AND COUNTRY OF ORIGIN (8)

DOMESTIC ROUTING/EXPORT INSTRUCTIONS (9)

PIER/TERMINAL (10)

COMBINED TRANSPORT  
PRE-CARRIAGE FROM (10A)

Port of Sao Francisco do Sul

VESSEL (11)  
PRIVALL  
AT030HPORT OF LOADING (12)  
SAO FRANCISCO DO SUL

COMBINED TRANSPORT - ONWARD CARRIAGE (13)

PORT OF DISCHARGE FROM VESSEL (13) FOR TRANSHIPMENT TO (14)  
NEW YORK, NY

GARDENA

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE		
MARKS AND NUMBERS (15)	NO. OF PKGS. (17)	DESCRIPTION OF GOODS (16) SHIPPER'S STOW LOAD AND COUNT	GROSS WEIGHT (18)	MEASUREMENT (20)

CUSTOMARY FREIGHT UNIT IF GOODS ARE NOT SHIPPED IN PACKAGE

## SHIPPER'S DECLARED VALUE

SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 10 OF THIS BILL

These commercial, technological or software were exported from the United States in accordance with the Export Administration Regulations. Divulgation contrary to U.S. law prohibited.

If the Pre-Carriage or Onward Carriage boxes are filled out, shipment will be treated as Through Combined Transport. Carrier undertakes entire transport from the place where the goods are taken in charge to the place designated for their delivery and assumes full liability for such transport as per clause 15.

RECEIVED in external good order and condition, except as otherwise indicated herein, the number of packages listed in the Carrier's Receipt, and to contain the goods described in the Particulars Furnished by Shipper (quantities, weight and measurements unknown to Carrier) to be transported to the port of discharge, or to such other place authorized or permitted herein, or to their ultimate as the vessel can get, lie and leave, always in safety and without delay, and there to be delivered to consignee, or authorized receiver, or on carrier on payment of all charges due thereon.

All actions against the Carrier under the contract of Carriage evidenced by this Bill of Lading shall be brought before the *Tribunal de Comercio* of *Nassau*, and no other Court shall have jurisdiction with regards to any such action.

FREIGHT CHARGES (See clauses 10 and 20)

IN WITNESS WHEREOF THREE (3)

Bill of Lading all of the honor, have been executed. ONE of which being accomplished, the other shall stand void.

BUNIC  
CAUDU

DAY MONTH YEAR

BAS001149

Signed for the Carrier CMA CGM SA by  
CMA CGM DO BRASIL AGENCIA MARITIMA as agent for the Carrier

DECLARED VALUE CHARGES (See Clause 10)

HARBOR TAX/LIGHTERAGE

TOTAL \$

By

(Continued on reverse side)